

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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**EDWIN ZAYAS, Individually and on
Behalf of All Others Similarly Situated,**

Plaintiffs,

-against-

569 HUDSON LLC and J.P.G. LLC,

Defendants.
-----X

Case No.: 18-cv-07091 (GHW)

**J.P.G., LLC'S ANSWER TO
CROSS-CLAIM AND
CROSS-CLAIM AGAINST
569 HUDSON**

Defendant/Cross-Claim Defendant J.P.G. LLC (hereinafter "J.P.G" or "Cross-Claim Defendant"), by and through their attorneys, Jackson Lewis P.C., hereby answers the Cross-Claim filed by 569 Hudson LLC ("Cross-Claim") with the Court as follows:

**AS TO "CROSS-CLAIM AGAINST DEFENDANT J.P.G., LLC
FOR CONTRIBUTION AND INDEMNIFICATION"**

1. Cross-Claim Defendant repeats and realleges the responses and allegations set forth in Cross-Claim Defendant's Answer to Plaintiff's Complaint as if separately set forth herein in response to paragraph "117" of the Cross-Claim.

2. Cross-Claim Defendant denies the allegations set forth in paragraph "118" of the Cross-Claim.

3. Cross-Claim Defendant denies the allegations set forth in paragraph "119" of the Cross-Claim.

AFFIRMATIVE DEFENSES

4. As separate and distinct affirmative defenses to the Cross-Claim, Cross-Claim Defendant alleges as follows:

FIRST AFFIRMATIVE DEFENSE

5. The Cross-Claim fails, in whole or in part, to state a claim upon which relief can be granted or for which the damages sought can be awarded against Cross-Claim Defendant.

SECOND AFFIRMATIVE DEFENSE

6. Cross-Complainant 569 Hudson LLC (“569 Hudson” or “Cross-Complainant”) claims are barred, in whole or in part, because Cross-Complainant did not suffer any damages. However, to the extent that Cross-Complainant did suffer damages, such damages are not attributable to any allegedly wrongful conduct by Cross-Claim Defendant, but rather, such damages were caused by Cross-Complainant’s own conduct or the conduct of third parties.

THIRD AFFIRMATIVE DEFENSE

7. Cross-Complainant’s claims are barred, in whole or in part, by the doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

8. Cross-Claim Defendant does not owe Cross-Complainant any common law or any other duty.

FIFTH AFFIRMATIVE DEFENSE

9. Cross-Complainant’s claims are barred, in whole or in part, by the doctrine of estoppel.

SIXTH AFFIRMATIVE DEFENSE

10. Cross-Complainant’s claims are barred, in whole or in part, by the doctrine of unclean hands.

SEVENTH AFFIRMATIVE DEFENSE

11. Cross-Complainant's claims are barred, in whole or in part, by the doctrine of waiver.

EIGHTH AFFIRMATIVE DEFENSE

12. At all times relevant to this action, Cross-Claim Defendant acted honestly and in good faith to ensure full compliance with Title III of the ADA and all other applicable state and local public accommodation laws, to the extent readily achievable and/or required by law.

13. Cross-Claim Defendant reserves the right to plead additional separate and affirmative defenses which may be ascertained during the course of discovery in this action or otherwise.

CROSS-CLAIM AGAINST 569 Hudson LLC

14. J.P.G. LLC, by and through its attorneys, as cross-claimant, hereby complains against Defendant 569 Hudson LLC and alleges as follows:

15. 569 Hudson LLC is the owner and/or lessor of the subject facility located at 569 Hudson Street, New York, New York 10014.

16. While J.P.G. LLC denies liability to Plaintiff Edwin Zayas ("Plaintiff") in connection with the Complaint, in the event that J.P.G. LLC is held liable to Plaintiff, such liability will have resulted, in whole or in part, from the actions of 569 Hudson LLC.

FIRST CROSS-CLAIM FOR CONTRIBUTION

17. While J.P.G. LLC denies liability to Plaintiff in connection with the Complaint, in the event that J.P.G. LLC is held liable to Plaintiff in connection with the claims asserted in the Complaint, J.P.G. LLC is entitled to contribution from 569 Hudson LLC for and on

account of any damages, in whole or in part, for which J.P.G. LLC is found to be liable to Plaintiff, together with J.P.G. LLC's costs in this action, including attorneys' fees.

SECOND CROSS-CLAIM FOR INDEMNIFICATION

18. While J.P.G. LLC denies liability to Plaintiff in connection with the Complaint, in the event that J.P.G. LLC is held liable to Plaintiff in connection with the claims asserted in the Complaint, 569 Hudson LLC is required to indemnify and hold J.P.G. LLC harmless, in whole or in part, from and on account of any damages owed to Plaintiff, together with J.P.G. LLC's costs in this action, including attorneys' fees.

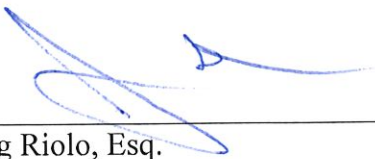
WHEREFORE, Defendant J.P.G. LLC respectfully requests that the Court:

1. Dismiss Defendant 569 Hudson LLC's Cross-Claim in its entirety with prejudice;
2. Enter judgment awarding J.P.G. LLC contribution from 569 Hudson LLC for and on account of any liability incurred by J.P.G. LLC arising from the allegations of Plaintiff's Complaint, together with J.P.G. LLC's costs in this action, including attorneys' fees;
3. Enter judgment that 569 Hudson LLC is required to indemnify and hold J.P.G. LLC harmless for and on account of any damages incurred by J.P.G. LLC arising from the allegations of Plaintiff's Complaint, together with J.P.G. LLC's costs in this action, including attorneys' fees;
4. Award Defendant J.P.G. LLC reasonable attorneys' fees and costs; and
5. Grant such other further relief as the Court deems just and equitable.

Respectfully Submitted,

JACKSON LEWIS P.C.
44 South Broadway, 14th Fl.
White Plains, New York 10601

By:



Greg Riolo, Esq.
Joseph J. DiPalma, Esq.

ATTORNEYS FOR DEFENDANT
J.P.G. LLC

Dated: February 6, 2020
White Plains, New York

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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**EDWIN ZAYAS, Individually and on
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CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of J.P.G. LLC's Answer to Cross-Claim and Cross-Claim Against 569 Hudson LLC has been electronically filed and served upon counsel for Defendant, 569 Hudson LLC and Plaintiffs' counsel via ECF and First Class mail, on the 6th day of February, 2020 at the addresses listed below:

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